WE , the said JAMES D. HILL AND WIFE SADIE HILL , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ INSURABLE VALUE until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE , the said JAMES D. HILL AND WIFE SADIE HILL , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to JAMES D. HILL AND WIFE SADIE HILL, THEIR representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to WILLIAM O. LEE, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said LAURA J. COLEMAN and JAMES D. HILL AND WIFE SADIE HILL , hereunto set our hands at NASHVILLE , Tennessee, this the 8TH day of OCT., , 19 42.

LAURA J. COLEMAN

JAMES D. HILL

SADIE HILL

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, W. E. HARWOOD , a Notary Public in and for said County and State, the within named LAURA J. COLEMAN, A WIDOW, AND JAMES D. HILL AND WIFE SADIE HILL the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And XX , of the said XX having appeared before me privately and apart from XX husband , the said XX , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 15TH day of OCTOBER, 1942.

My commission expires JULY 6 - 1943.

(Seal) W. E. HARWOOD

Notary Public.

U.S.R.S. $0.55

RECEIVED OCT. 22, 1942, AT 3:45 P.M.



NUMBER 37720 RECORDED OCT 24,1942 STANDARD HOMES,INC TO WM.K.BROWN,ET UX

# INSTALLMENT DEED

Book No. 1257

FOR AND IN CONSIDERATION of the sum of THIRTY FOUR HUNDRED TWENTY SIX AND 30/100($3426.30) DOLLARS of which ONE HUNDRED FIFTY AND NO/100 ($150.00) DOLLARS has been paid in cash by PART OF WM. K.BROWN AND WIFE, NANNIE WHITE BROWN, the receipt of which is hereby acknowledged, and for the remainder TWENTY NINE HUNDRED THIRTY THREE AND 98/100 ($2933.98) DOLLARS the said WM. K.BROWN AND WIFE, NANNIE WHITE BROWN HAVE ASSUMED AND AGREE TO PAY AN INDEBTEDNESS IN SAID SUM OWING TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE, SAID INDEBTEDNESS BEING THE BALANCE OWING ON A NOTE FOR $2950.00, WHICH NOTE IS SECURED BY A DEED OF TRUST RECORDED IN BOOK 1219, PAGE 138, REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE. SAID NOTE IS PAYABLE IN MONTHLY INSTALLMENTS OF $24,27, OF WHICH SAID AMOUNT $16,40 IS APPLICABLE TO PRINCIPAL AND INTEREST; $5.22 TO TAXES; $1.43 TO FIRE AND WINDSTORM PREMIUMS; $1.22 TO MUTUAL MORTGAGE INSURANCE, AND FOR THE BALANCE BEING THE SUM OF $342.32, THE SAID WM.K. BROWN AND WIFE, NANNIE WHITE BROWN HAVE EXECUTED THEIR PROMISSORY NOTE TO STANDARD HOMES, INC., OF EVEN DATE HEREWITH, IN SAID SUM , PAYABLE IN TWENTY;NINE EQUAL MONTHLY INSTALLMENTS OF $11.40 EACH AND THE THIRTIETH OR LAST INSTALLMENT, IN THE SUM OF $11.72, WITH INTEREST AT THE RATE OF SIX PER CENT PER ANNUM. INTEREST IS TO BE ADDED TO EACH INSTALLMENT AS PAID. THE FIRST INSTALLMENT TO BE DUE ON NOVEMBER 20TH,1942 AND ANOTHER INSTALLMENT ON THE 20TH DAY OF EACH MONTH THEREAFTER UNTIL SAID NOTE IS PAID IN FULL.

SAID NOTE

~~and said notes bearing six per cent interest from date,~~ and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

STANDARD HOMES, INC., A TENNESSEE CORPORATION HAS

~~have~~ this day bargained and sold, and do hereby transfer and convey, unto the said

WM. K.BROWN AND WIFE, NANNIE WHITE BROWN,THEIR

heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOT NO.242 ON THE MAP OF THE SUBDIVISION OF JEFFERNAN PLACE, AS OF RECORD IN BOOK 161, PAGE 138,REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO.242 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF EDEN STREET AND RUNS BACK BETWEEN PARALLEL LINES,150 FEET TO AN ALLEY.

BEING PART OF THE PROPERTY CONVEYED TO STANDARD HOMES, INC., BY DEED FROM COWAN LUMBER AND PLANING MILL COMPANY OF RECORD IN BOOK , PAGE , SAID REGISTER'S OFFICE.

THIS CONVEYANCE IS SUBJECT TO ALL RESTRICTIVE COVENANTS AND EASEMENTS AS ARE APPLICABLE TO THE PROPERTY ABOVE DESCRIBED.

IN ADDITION TO THE ABOVE CONVEYANCE THE GRANTOR HEREIN HEREBY TRANSFERS TO THE GRANTEE, ALL FUNDS HELD IN ESCROW FOR THE FUTURE PAYMENT OF TAXES AND INSURANCE IN CONNECTION WITH THE ABOVE MENTIONED DEED OF TRUST.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said WM. K. BROWN AND WIFE, NANNIE WHITE BROWN,THEIR heirs and assigns, forever, and ~~the undersigned~~ IT covenant that IT IS lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. EXCEPT ASHEREIN BEFORE STATED AND TAXES FOR 1942 WHICH HAVE BEEN ASSUMED BY THE GRANTEES. IT ~~WE~~ further covenant and bind ITSELF, ITS SUCCESSORS AND ASSIGNS ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said WM. K.BROWN AND WIFE, NANNIE WHITE BROWN THEIR heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said WM. K.BROWN AND WIFE, NANNIE WHITE BROWN do hereby transfer and convey unto J.G. STEPHENSON , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.